UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

C.H. Robinson Worldwide, Inc., Plaintiff, vs. Ryder System, Inc., Defendant.	Case No. **COMPLAINT** **JURY TRIAL DEMANDED**

For its Complaint against Defendant Ryder System, Inc. ("Ryder"), Plaintiff C.H. Robinson Worldwide, Inc. ("C.H. Robinson"), states as follows:

JURISDICTION AND VENUE

1. Ryder System, Inc. is a corporation located at 11690 NW 105 Street, City of Miami, Miami-Dade County, State of Florida.

2. C.H. Robinson Worldwide, Inc. is a corporation located at 14701 Charlson Road, City of Eden Prairie, County of Hennepin, State of Minnesota.

3. This is an action for infringement of a federally-registered trademark in violation of the Lanham Act under 15 U.S.C. § 1141(1).

4. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1338 because it involves a cause of action arising under the Lanham Act.

5. Venue is proper because Ryder's acts of infringement of C.H. Robinson's registered marks were committed, and continue to be committed, throughout the State of Minnesota, involve Minnesota residents, through Ryder's unlawful use of C.H. Robinson's registered marks with competing businesses.

FACTUAL ALLEGATIONS

6. C.H. Robinson has three separate United States trademark registrations for "Navisphere" and the "N Navisphere" design. (Reg. Nos. 3,687,299; 4,318,981; and 4,329,180). Copies of which are attached and marked as Exhibit 1.

7. The Navisphere and N Navisphere trademarks are associated with a logistics technology platform offered by C.H. Robinson via a dedicated website and through a dedicated mobile application.

8. The services covered by the registrations contained in Paragraph 6 are as follows:

a. In Class 35: "Transportation logistics services, namely, arranging, planning, sourcing rates, managing and scheduling the transportation of goods for others via Internet web site where customers and shippers can enter and update rate and shipment information."

b. In Class 42: "Providing temporary use of online non-downloadable software for providing transportation and logistics services support for transactions across global supply chains and freight networks for shippers, carriers and suppliers, namely, procuring and contracting capacity support, scheduling and contracting shipments, executing shipments and processing paperwork during transit, global trade and customs processing, providing rate quotes and pricing, shipment and modal optimization, producing reports and analytics and fulfilling all technological system requirements of a freight shipment transaction,

> and connecting with shipper, carrier and supplier systems to provide data electronically."

9. C.H. Robinson has operated the Navisphere technology platform since at least 2009.

10. C.H. Robinson has expended considerable resources to promote the Navisphere technology to the public.

11. As a result of C.H. Robinson's marketing efforts, the public, and especially those people, customers and businesses in the logistics industry, recognize the Navisphere and N Navisphere trademarks and the good will they symbolize.

12. Through a public press release on or about May 23, 2017, Ryder announced the launch of its "NaviShare" software platform.

13. The press release described NaviShare as "a cloud-based platform that provides real-time shipment visibility, predictive alerts, and exception dashboards."

14. The press release further stated that "the technology is accessible through a customer-facing website and mobile application that utilizes cellular and GPS technology to link shippers with onboard vehicle technologies."

15. Ryder claims that the NaviShare platform "is currently being used by key Ryder customers, and will be available to all Ryder customers in North America in the third quarter of 2017."

16. Ryder operates dozens of locations throughout the State of Minnesota and is directing its marketing efforts of its NaviShare platform to Minnesota customers.

17. Ryder is also offering the NaviShare platform to Minnesota residents through third-party relationships, which are competitors of C.H. Robinson.

COUNT I: FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. § 1114)

18. C.H. Robinson re-alleges and incorporates by reference all allegations contained in Paragraphs 1 through 17 as fully set forth herein.

19. Through NaviShare, Ryder has, and continues to, directly compete with C.H. Robinson's Navisphere within each state with the United States of America, including Minnesota.

20. Ryder has not obtained C.H. Robinson's consent in its usage of its NaviShare mark, which is a colorable imitation of C.H. Robinson's Navisphere and N Navisphere trademarks, which Ryder is using in connection with the sale, offering for sale, distribution and advertising of the NaviShare service.

21. Prior to Ryder's release of NaviShare, Navisphere and the N Navisphere mark had widespread favorable public acceptance and recognition of substantial value to C.H. Robinson. The consuming public recognizes Navisphere and the N Navisphere trademark and associates it with C.H. Robinson.

22. Ryder's use of the NaviShare mark us likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of Ryder and C.H. Robinson as to the origin, sponsorship, or commercial activities of the parties associated with Navisphere, N Navisphere and NaviShare.

23. Ryder's unauthorized use of the NaviShare mark in interstate commerce as described above constitutes trademark infringement under 15 U.S.C. § 1114(1).

24. As a direct and proximate result of Ryder's trademark infringement, C.H. Robinson has suffered and will continue to suffer loss of income, profits and good will and Ryder has and will continue to unfairly acquire income, profits and good will.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff C.H. Robinson, respectfully requests that this Court:

A. Enter judgment that C.H. Robinson's Navisphere trademark has been and continues to be infringed by Ryder in violation of 15 U.S.C. § 1114(1);

B. Permanently enjoin and restrain Ryder and each of its agents, employees, officers, attorneys, successors, assigns, affiliates and any persons in privity or active concert or participation with any of them from used the trademark NaviShare with or without its accompanying logo, or any other designation alone or in combination with other words or symbols, as a trademark, trade name component or otherwise, to market, advertise, distribute or identify Defendant's products where that designation would create a likelihood of confusion, mistake or deception with C.H. Robinson's N Navisphere mark;

C. Pursuant to 15 U.S.C. § 1119, enjoin the Director of the United States Patent and Trademark Office from issuing to Ryder any trademark registration for its NaviShare mark or any combination of words or symbols that would create a likelihood of confusions, mistake or deception with C.H. Robinson's marks;

D. Award C.H. Robinson all damages it has sustained as a result of Ryder's acts of infringement; and

E. Grant C.H. Robinson such other and further relief as the Court may deem just.

JURY TRIAL DEMAND

Plaintiff demands a jury trial as to all claims so triable.

FAFINSKI MARK & JOHNSON, P.A.

Dated: May 26, 2017

By: s/Patrick J. Rooney

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